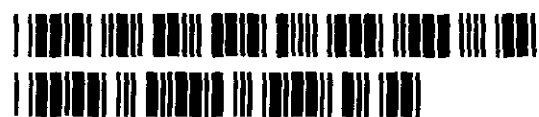


# EXHIBIT

## J



10-CV-05713-EXH

# National City<sup>®</sup> Mortgage

National City Mortgage Co.  
a subsidiary of National City Bank  
3232 Newmark Drive  
Miamisburg, Ohio 45342

National City Loan Number: 5578221  
Investor Loan Number: 5578221

## Borrower's Copy

Dear Borrower:

The modification of your loan has been approved. To successfully complete this transaction, you must follow these instructions very carefully. **Be advised, until such time National City Mortgage Co., a subsidiary of National City Bank has fully executed documents and all required money, we will proceed with any and all of our rights and remedies as provided by the loan papers.**

On all pages where a signature is required, please sign your name exactly how it is typed below. The county will not record the modification unless it is signed this way.

- 1) Using black ink only, ADAM N EIFLING  
and 0

must sign all three (3) copies of the Loan Modification in the presence of an official notary, who will witness each signature.

- 2) Exhibit #1 gives you the terms of the Loan Modification.
- 3) **Sign and notarize all three (3) copies of the Loan Modification Agreement. Return two (2) originals in the large envelope. These documents must be returned to our office by September 11, 2009 . IF NOT, THIS LOAN MODIFICATION MAY BE NULL AND VOID.**

- 4) Retain one (1) copy of all documents for your personal records.  
Your first modified monthly payments is due in the amount of  
In addition, a processing fee of  
modification closing costs of  
and a cash contribution in the amount of

\$6,934.25  
\$0.00  
\$1,092.89  
\$0.00  
\$0.00

- Less funds received by NCM and placed into suspense  
5) Please enclose certified funds (**CASHIER CHECK OR MONEY ORDERS**) in the amount of  
along with the two signed documents

\$8,027.14

/ DOES NOT INCLUDE  
TAXES & INSURANCE.

If you have any questions regarding the modification, please call me at 1-800-367-9305  
ext. # 58709

Sincerely,

JOHN SPANOGLANS  
National City Mortgage Co.,  
a subsidiary of National City Bank  
Loss Mitigation Department

**Exhibit #1**

Investor Loan #	5578221	
National City Mortgage Co. Loan #	5578221	
Due Date of Last Paid Installment (DDLPI)	01/01/2009	
Interest rate of existing Mortgage	7.6250%	
New modified interest rate	5.7500%	
New modified loan term (months)	344	
Servicer fee (bps)	0.37500%	
Effective date of Modification	09/01/2009	
Due date of first modified payment	10/01/2009	
Maturity date of existing Mortgage	05/01/2038	
New maturity date of modified mortgage	05/01/2038	
Existing unpaid principal balance	991,041.82	
Additions to principal balance:		
Accrued interest to effective date (Estimate)	\$50,378.00	
Escrow advance/due	\$1,731.14	
Amount to fully refund escrow (Estimate)	\$4,111.10	
Legal fees and costs (Estimate)	\$247.00	
Other fees and costs	\$0.00	
Modification Processing fee if capitalized:	\$0.00	
Subtractions from principal balance:		
Less borrower's cash contribution	\$0.00	
Less mortgage insurance contribution	\$0.00	
Less Suspense Funds	\$0.00	
Total capitalization amount	\$56,467.24	
New Modified unpaid principal balance (Estimate)	\$1,047,509.06	
New modified payment of principal and interest (Estimate)	\$6,220.71	6.112.99
New modified monthly escrow payment for taxes and insurance (Estimate)	\$713.54	
TOTAL new modified monthly payment (Estimate)	\$6,934.25	
Amounts due from borrower for modification (by certified or cashier's check)		
Borrower cash contribution to reduce principal balance *	\$0.00	
Closing costs for modification (title, documents, closing) (Estimate) **	\$1,092.89	
Processing fee for review of modification request	\$0.00	
Borrower's first modified monthly payment (Estimate)	\$6,934.25	
Less funds received by NCM and placed into suspense	\$0.00	
TOTAL CASH DUE FROM BORROWER	\$8,027.14	
<b>YOUR SECOND MODIFIED PAYMENT WILL BE DUE ON FIRST OF</b>		<b>November 1, 2009</b>
<b>If you have not received new payment coupons send your payments to my attention.</b>		

\* Borrower's cash contribution will be applied to reduce the total amount due on the mortgage, and this amount must be paid in full regardless of whether actual amounts are higher or lower than estimated amounts. \*\* The amount shown for closing costs is the minimum amount due. If the final closing costs are less than the estimate, then the excess amount will be applied to reduce the total amount due on the mortgage. If the final closing costs are more than the estimate, the borrower is responsible for these amounts and they must be collected when the modification documents are signed and final cash amounts are due.

**National City Mortgage Co.,**  
A Subsidiary of National City Bank

For your records:

Due Date
October 1, 2009

<b>IMPORTANT</b>
Payments not received by the due date are considered late.

DATE

CHECK NO.

AMOUNT

ADAM N EIFLING

\* Additional funds shall be applied toward outstanding fees and current month's payment must be satisfied prior to additional principal payments being applied.

National City Mortgage Co.,  
a subsidiary of National City Bank  
Attention: JOHN SPANOGLANS  
Loss Mitigation  
3232 Newmark Drive  
Miamisburg, Ohio 45342

LOAN NUMBER	DUE DATE	AMOUNT DUE
5578221	October 1, 2009	\$6,934.25

IF NOT REC'D BY	LATE PAYMENT
October 16, 2009	\$7,249.11

REGULAR PAYMENT	
ADDITIONAL PRINCIPAL*	
LATE FEES	
TOTAL PAYMENT	

Website: [www.nationalcitymortgage.com](http://www.nationalcitymortgage.com)

Due Date
November 1, 2009

<b>IMPORTANT</b>
Payments not received by the due date are considered late.

DATE

CHECK NO.

AMOUNT

ADAM N EIFLING

\* Additional funds shall be applied toward outstanding fees and current month's payment must be satisfied prior to additional principal payments being applied.

National City Mortgage Co.,  
a subsidiary of National City Bank  
Attention: JOHN SPANOGLANS  
Loss Mitigation  
3232 Newmark Drive  
Miamisburg, Ohio 45342

LOAN NUMBER	DUE DATE	AMOUNT DUE
5578221	November 1, 2009	\$6,934.25

IF NOT REC'D BY	LATE PAYMENT
November 16, 2009	\$7,249.11

REGULAR PAYMENT	
ADDITIONAL PRINCIPAL*	
LATE FEES	
TOTAL PAYMENT	

Customer Service: 1-800-822-5626

Due Date
December 1, 2009

<b>IMPORTANT</b>
Payments not received by the due date are considered late.

DATE

CHECK NO.

AMOUNT

ADAM N EIFLING

\* Additional funds shall be applied toward outstanding fees and current month's payment must be satisfied prior to additional principal payments being applied.

National City Mortgage Co.,  
a subsidiary of National City Bank  
Attention: JOHN SPANOGLANS  
Loss Mitigation  
3232 Newmark Drive  
Miamisburg, Ohio 45342

LOAN NUMBER	DUE DATE	AMOUNT DUE
5578221	December 1, 2009	\$6,934.25

IF NOT REC'D BY	LATE PAYMENT
December 16, 2009	\$7,249.11

REGULAR PAYMENT	
ADDITIONAL PRINCIPAL*	
LATE FEES	
TOTAL PAYMENT	

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

Creditor: **NATIONAL CITY MORTGAGE CO.,  
A SUBSIDIARY OF NATIONAL CITY BANK  
3232 NEWMARK DRIVE  
MIAMISBURG, OHIO 45342**

Loan Number: **0006578221**  
Date: **SEPTEMBER 1, 2009**

Borrower(s) Name(s): **ADAM N EIFLING AND ANGELA M. EIFLING**

Mailing Address: **5622 OLD STUMP DR NW, GIG HARBOR, WASHINGTON 98332**  
Property Address: **5622 OLD STUMP DR NW, GIG HARBOR, WASHINGTON 98332**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total Payments</b> The amount you have paid after you have made all payments as scheduled.
<b>5.750 %</b>	<b>\$ 1,092,415.11</b>	<b>\$ 1,047,509.06</b>	<b>\$ 2,139,924.17</b>

**YOUR PAYMENT SCHEDULE WILL BE:**

Number of Payments	Amount of Payments	When Payments Are Due	Number of Payments	Amount of Payments	When Payments Are Due
<b>343</b>	<b>6,220.71</b>	<b>Monthly Beginning:</b>			
<b>1</b>	<b>\$6,220.64</b>	<b>10/01/2009</b>			
		<b>05/01/2038</b>			

☐ **Variable Rate Feature:** Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

**Insurance:** You may obtain property insurance from anyone you want that is acceptable to Creditor.

**Security:** You are giving a security interest in the property being purchased or refinanced.

**Filing or Recording Fees:** \$ **1,092.89**

**Late Charge:** If a payment is more than **15** days late, you will be charged **5.000** % of the payment.

**Prepayment:** If you pay off early, you ☐ may ☒ will not have to pay a penalty.

☐ may ☒ will not be entitled to a refund of part of the finance charge.

**Assumption:** Someone buying your property ☐ may ☒ may, subject to conditions ☐ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. All numerical disclosures except the late payment disclosure are estimates.

NOTE: The Payments shown above may include reserve deposits for Mortgage Insurance (if applicable), but exclude Property Taxes and Insurance.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

**ADAM N EIFLING**

**ANGELA M. EIFLING**

**PREPARED BY:**  
**JOHN M. SPANOGLIANS**  
**NATIONAL CITY MORTGAGE**  
**3232 NEWMARK DRIVE**  
**MIAMISBURG, OHIO 45342**

**RECORD AND RETURN TO:**  
**FIRST AMERICAN TITLE**  
**P.O. BOX 27670**  
**SANTA ANA, CA 92799-7670**  
**ATTN: LMTS**

**Parcel No. 3000640010**

[Space Above This Line for Recording Data]  
**Original Recorded Date: JUNE 13, 2007**      **Loan No. 0005578221**  
**Original Principal Amount: \$ 1,000,000.00**

**LOAN MODIFICATION AGREEMENT**  
**(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **AUGUST, 2009**,  
between **ADAM N EIFLING AND ANGELA M. EIFLING, HUSBAND AND WIFE**

("Borrower") and **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**  
("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated **JUNE 7, 2007** and recorded in  
**Instrument No. 200706130710**, of the **Official** Records of

**PIERCE COUNTY, WASHINGTON**, and (2) the Note bearing the same date as, and  
(County and State, or other jurisdiction)  
secured by, the Security Instrument, which covers the real and personal property described in the Security  
Instrument and defined therein as the "Property", located at

**5622 OLD STUMP DR NW, GIG HARBOR, WASHINGTON 98332**,  
(Property Address)

0005578221

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **SEPTEMBER 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **1,047,509.06**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.750 %**, from **SEPTEMBER 1, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **6,220.71**, beginning on the **1ST** day of **OCTOBER, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.750 %** will remain in effect until principal and interest are paid in full. If on **MAY 01, 2038** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

**EXHIBIT A**

**BORROWER(S): ADAM N EIFLING AND ANGELA M. EIFLING, HUSBAND AND WIFE**

**LOAN NUMBER: 0005578221**

**LEGAL DESCRIPTION:**

**ALSO KNOWN AS: 5622 OLD STUMP DR NW, GIG HARBOR, WASHINGTON 98332**



**LEGAL DESCRIPTION**  
**Exhibit "A"**  
**NCM# 0005578221**  
**TAX ID# 3000640010**

**EXHIBIT "A"**

**PARCEL A:**

**LOT 1, COUNTRY CLUB VISTA, ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 24, 2000,  
UNDER RECORDING NO. 200005245006, RECORDS OF PIERCE COUNTY AUDITOR;**

**PARCEL B:**

**AN EASEMENT FOR PRIVATE ROAD AND UTILITY EASEMENT AS GRANTED IN INSTRUMENT  
RECORDED MAY 3, 2000, UNDER RECORDING NO. 200005030485, RECORDS OF PIERCE COUNTY  
AUDITOR;**

**PARCEL C:**

**LOT 1, CANTERWOOD DIVISION SEVEN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24,  
1990 UNDER RECORDING NO. 9007240290, RECORDS OF PIERCE COUNTY AUDITOR;**

**SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.**

0005578221

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
  - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

0005578221

6. This Agreement modifies an obligation secured by an existing security instrument recorded in PIERCE County, WASHINGTON, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 991,041.82. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 1,047,509.06, which amount represents the excess of the unpaid principal balance of this original obligation.

NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK

\_\_\_\_\_  
Name: JUDI BISER (Seal)  
Its: AUTHORIZED AGENT - Lender

\_\_\_\_\_  
ADAM N EIFLING (Seal)  
- Borrower

\_\_\_\_\_  
ANGELA M. EIFLING (Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

0005578221

[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

State of Washington

County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
**ADAM N EIFLING AND ANGELA M. EIFLING**

is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

(Signature) \_\_\_\_\_

(Seal or stamp)

Title \_\_\_\_\_

My appointment expires \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

STATE OF OHIO

COUNTY MONTGOMERY

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
**JUDI BISER**, the **AUTHORIZED AGENT**  
of \_\_\_\_\_

a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment \_\_\_\_\_

Printed Name \_\_\_\_\_

Title or Rank \_\_\_\_\_

Serial Number, if any \_\_\_\_\_

Date: **SEPTEMBER 1, 2009**

Loan Number: **0005578221**

Lender: **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**

Borrower: **ADAM N EIFLING AND ANGELA M. EIFLING**

Property Address: **5622 OLD STUMP DR NW  
GIG HARBOR, WASHINGTON 98332**

### **NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Borrower \_\_\_\_\_ Date \_\_\_\_\_  
**ADAM N EIFLING**

Borrower \_\_\_\_\_ Date \_\_\_\_\_  
**ANGELA M. EIFLING**

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Date: **SEPTEMBER 1, 2009**

Loan Number: **0005578221**

Lender: **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**

Borrower: **ADAM N EIFLING AND ANGELA M. EIFLING**

Property Address: **5622 OLD STUMP DR NW**

**GIG HARBOR, WASHINGTON 98332**

## **ERRORS AND OMISSIONS COMPLIANCE AGREEMENT**

In consideration of **NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK**

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

\_\_\_\_\_  
**ADAM N EIFLING** Date

\_\_\_\_\_  
**ANGELA M. EIFLING** Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LEGAL DESCRIPTION**  
**Exhibit "A"**  
**NCM# 0005578221**  
**TAX ID# 3000640010**

**EXHIBIT "A"**

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**LOT 1, COUNTRY CLUB VISTA, ACCORDING TO THE PLAT THEREOF RECORDED ON MAY 24, 2000, UNDER RECORDING NO. 200005245006, RECORDS OF PIERCE COUNTY AUDITOR;**

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**PARCEL C:**

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**SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.**